the intention that after his death it shall be possessed by the grantee; and those in which the deed is deposited with a person other than the grantee, to be delivered to the grantee after the grantor's death. BREWSTER, CONVEYANCING, §305. In the former class of cases there is no delivery because the grantor has not surrendered control of the deed, and therefore the deed is void. *Stone* v. *French,* 37 Kan. 145, 14 Pac. 530, 1 Am. St. Rep. 237; *Parrott* v. *Avery,* 159 Mass. 594, 35 N. E. 94, 38 Am. St. Rep. 465. But in the latter class of cases if the grantor reserves no control over the deed during his lifetime, then there is a valid conveyance, and the delivery relates back to the time when the grantor surrendered control over it to the depositary. *Brown* v. *Westerfield,* 47 Neb. 399, 53 Am. St. Rep. 532, 66 N. W. 439; *Fulton* v. *Priddy,* 123 Mich. 298, 81 Am. St. Rep. 201, 82 N. W. 65. In the principal case it was found that the grantor had surrendered control of the deed and it operated at once.

DEEDS—CONDITION OR COVENANT.—Land was conveyed to the plaintiff Board of Education by B., the habendum reading, " to have and to hold the same unto the said second party, their successors in office forever, to be used only for school purposes," and plaintiff paid full value therefor. Plaintiff ceased to use the premises for school purposes and proposed to sell to defendant. An agreed action was started to determine whether plaintiff could convey a good title. *Held* that the words, "to be used for school purposes" were descriptive merely; a covenant and not a condition. *Wright and Taylor, Inc.* v. *Board of Education of Bullitt Co.,* (Ky. 1913) 152 S. W. 543.

Whether certain words used in a deed amount to a condition or a covenant is a matter of construction, and the intention of the parties will control. *City of St. Louis* v. *Ferry Co.,* 88 Mo. 615; *Post* v. *Weil,* 115 N. Y. 361. Such words as "on the express understanding," "provided always," "provided," "upon express condition that," "subject to the condition that," are not alone sufficient to show an intent to insert a condition subsequent, and clauses introduced by such words are frequently regarded as covenants only. *Anthony* v. *Stephens,* 46 Ga. 241; *Countryman* v. *Deck,* 13 Abb. N. C. (N. Y.) 110; *Woodruff* v. *Woodruff,* 44 N. J. Eq. 349; *Post* v. *Weil,* 115 N. Y. 361; *Skinner* v. *Shepard,* 130 Mass. 180. Where the intention of the parties is doubtful, the court will construe a restriction in a deed as a covenant rather than as a condition. *Lowman* v. *Crawford,* 99 Va. 688. Where a right of re-entry is reserved along with the restriction, a sufficient intent is held to be shown to construe as a condition. *Woodruff* v. *Power Co.,* 10 N. J. Eq. 489; *Minard* v. *D. L & W. R. Co.,* 139 Fed. 60; *Brown* v. *Tilley,* 25 R. I. 579. And such clause of re-entry is often held to be necessary in order to construe a restriction as a condition rather than as a covenant. *Star Brewery Co.* v. *Primas,* 163 Ill. 652; *Village of Ashland* v. *Greiner,* 58 Oh. St. 67; *Church* v. *Church,* 114 N. Y. S. 623.

DIVORCE—EXTRATERRITORIAL EFFECT OF PROHIBITION OF REMARRIAGE.—A petition by an administrator to sell land for the payment of debts was opposed by the defendant, who claimed homesead and dower rights in the land as